

WB-36 BUYER AGENCY AGREEMENT

1 ■ **EXCLUSIVE AUTHORITY TO ACT AS BUYER'S AGENT:** Buyer gives the Firm and its agents the exclusive right to act
2 as Buyer's Agent to Locate an Interest in Property and to Negotiate the Acquisition of an Interest in Property for Buyer,
3 except as excluded under lines 14-29. Buyer agrees that during the term of this Agreement, Buyer will not enter into any
4 other agreements to retain any other buyer's agent(s), except for the excluded properties described in lines 14-29.

5 **If Buyer has contact, or has had previous contact with an owner, a firm or its agents in locating**
6 **and/or negotiating the acquisition of an Interest in Property and Buyer's contact with those parties**
7 **results in the Firm not collecting full compensation under this Agreement from the owner or the**
8 **owner's agent, Buyer shall be responsible to pay any uncollected amount.**

9 ■ **PURCHASE PRICE RANGE:** _____

10 The purchase price range provides initial search parameters, but the Firm's authority under this Agreement extends to
11 all property within the state of Wisconsin except for those properties excluded as Excluded Properties on lines 14-17
12 and applies to any properties under Excluded Properties Subject to a Prior Agreement on lines 18-26 and under Limited
13 Exclusion Properties on lines 27-29, after the applicable time for the exclusion has ended.

14 ■ **EXCLUDED PROPERTIES:** Identify any specific properties or limitations on the scope of this Agreement, including
15 geographic limitations or limitations on types of properties included under this Agreement, by excluding the following
16 from this Agreement: _____

17
18 ■ **EXCLUDED PROPERTIES SUBJECT TO A PRIOR AGREEMENT:** The following properties are subject to an
19 extension of agreement term under a prior buyer agency agreement and the exclusion period shall run until the
20 expiration of the prior firm's legal rights: _____

21
22 **CAUTION:** If Buyer does not want this Agreement to apply to properties subject to a prior agency agreement,
23 Buyer should identify such properties on lines 20-21. Buyer's failure to exclude from this Agreement a property
24 protected under a prior buyer agency agreement(s) may result in Buyer owing commissions under each buyer
25 agency agreement. Buyer should consult prior firm(s) or Buyer's legal counsel regarding obligations under any
26 prior buyer agency agreement.

27 ■ **LIMITED EXCLUSION PROPERTIES:** The following properties are excluded from this Agreement until _____
28 [Insert Date]: _____. Insert additional
29 addresses, descriptions, or date limitations, if any, at lines 260-278 or attach as an addendum per lines 279-280.

30 **COMPENSATION** The Firm's compensation for purchase, option, exchange or an effective change in ownership or
31 control shall be: **COMPLETE AS APPLICABLE**

32 **COMMISSION:** _____

33
34 ■ **COMMISSION EARNED:** The Firm has earned the Firm's commission if during the term of this Agreement (or any
35 extension of it), Buyer or any Person Acting on Behalf of Buyer acquires an Interest in Property or enters into an
36 enforceable written contract to acquire an Interest in Property, at any terms and price acceptable to owner and Buyer,
37 regardless of the purchase price range.

38 ■ **COMMISSION DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable at the earlier of closing or
39 the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

40 ■ **COMMISSION CALCULATION:** A percentage commission shall be calculated based on the following if earned above:
41 (i) for a purchase or option, the total consideration in the transaction, or (ii) for an exchange or an effective change in
42 ownership or control, the fair market value of the Property in the transaction.

43 ■ **OTHER COMPENSATION:** _____

44
45 **[INSERT AMOUNTS AND TYPES OF FEES (E.G., RETAINER, ADVANCE, HOURLY, ETC. AND INDICATE WHEN**
46 **DUE AND PAYABLE.]**

47 ■ **PAYMENT BY OWNER OR OWNER'S AGENT:** The Firm is hereby authorized to seek payment of commission from the
48 owner (e.g., seller) or the owner's agent (e.g., listing firm) provided that all parties to the transaction give prior written
49 consent. Buyer shall pay the Firm's compensation, reduced by any amounts the Firm receives from the owner or the
50 owner's agent.

51 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
52 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
53 the Firm shall hold and disburse earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB

54 18. If the transaction fails to close and the earnest money is disbursed to Buyer, then upon disbursement to Buyer the earnest
 55 money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Buyer.

56 **FIRM'S DUTIES** In consideration for Buyer's agreements, the Firm and its agents agree to use professional knowledge
 57 and skills, and reasonable efforts, within the scope of Wis. Stat. Ch. 452 and in accordance with applicable law, to assist
 58 Buyer to Locate an Interest in Property and Negotiate the Acquisition of an Interest in Property, as applicable.

59 **COOPERATION** Buyer agrees to cooperate with the Firm and its agents and to provide them accurate copies of all
 60 relevant records, documents and other materials in Buyer's possession or control which are required in connection with the
 61 purchase, option, or exchange of Property. Buyer agrees to be reasonably available for showings of properties. Buyer
 62 authorizes the Firm and its agents to do those acts reasonably necessary to fulfill the Firm's responsibilities under this
 63 Agreement including retaining subagents. Buyer shall promptly notify the Firm in writing of the description of any Property
 64 Buyer locates and shall inform other firms, agents, sellers, property owners, etc., with whom Buyer comes into contact that
 65 the Firm represents Buyer as Buyer's Agent for the purpose of acquiring an Interest in Property and refer all such persons to
 66 the Firm. Buyer shall also notify the Firm of the identity of all persons making inquiries concerning Buyer's objectives stated
 67 in this Agreement.

68 **DISCLOSURE TO CLIENTS**

69 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 70 certain duties to all parties to a transaction:

- 71 (a) The duty to provide brokerage services to you fairly and honestly.
- 72 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 73 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 74 unless disclosure of the information is prohibited by law.
- 75 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 76 information is prohibited by law. (See lines 189-192.)
- 77 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 78 confidential information or the confidential information of other parties. (See lines 135-154.)
- 79 (f) The duty to safeguard trust funds and other property, the firm or its agents holds.
- 80 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 81 advantages and disadvantages of the proposals.

82 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.** 83 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 84 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 85 your transaction, unless you release the firm from this duty.
- 86 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 87 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 88 that are within the scope of the agency agreement.
- 89 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 90 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 91 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 92 advice is contrary to your interests.

93 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 94 relationship"), different duties may apply.

95 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

96 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 97 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 98 through designated agency, which is one type of multiple representation relationship.

99 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 100 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 101 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 102 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 103 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 104 any of your confidential information to another party unless required to do so by law.

105 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize
 106 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 107 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 108 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 109 agent may represent more than one client in a transaction.

110 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 111 services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

112

113 ☐ The same firm may represent me and the other party as long as the same agent is not
 114 representing us both. (multiple representation relationship with designated agency)

115 ☐ The same firm may represent me and the other party, but the firm must remain neutral
 116 regardless if one or more different agents are involved. (multiple representation relationship
 117 without designated agency)

118 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject
 119 multiple representation relationships)

120 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 121 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 122 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 123 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 124 **you should ask your firm before signing the agency agreement.**

125

SUBAGENCY

126 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 127 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
 128 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
 129 if doing so is contrary to your interests.

130 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 131 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 132 **advisor, or home inspector.**

133 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 134 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

135 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 136 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 137 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose
 138 particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no
 139 longer providing brokerage services to you.

140 The following information is required to be disclosed by law:

- 141 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes. (See lines 189-192).
- 142 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 143 the property or real estate that is the subject of the transaction.

144 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 145 information below (see lines 147-149). At a later time, you may also provide the Firm with other information you consider
 146 to be confidential.

147 **CONFIDENTIAL INFORMATION:** _____

148 _____

149 _____

150 **NON-CONFIDENTIAL INFORMATION:** The Firm and its agents have permission to disclose Buyer's identity and financial
 151 qualification information to an owner, owner's agents and other third parties without prior consent from Buyer, unless
 152 otherwise provided on lines 147-149. The Firm and its agents may also disclose the following: _____

153 _____

154 _____

155 **NON-EXCLUSIVE RELATIONSHIP** Buyer acknowledges and agrees that the Firm and its agents may act for other buyers
 156 in connection with the location of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In
 157 the event that the Firm or its agents undertake to represent and act for other buyers, the Firm and its agents shall not disclose
 158 to Buyer, or any other buyer, any confidential information of any buyer, unless required by law.

159 **NON DISCRIMINATION** Buyer and the Firm and its agents agree that they will not discriminate based on race,
 160 color, sex, sexual orientation as defined in Wisconsin Statutes § 111.32(13m), disability, religion, national
 161 origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic
 162 abuse, sexual assault, or stalking, or in any other unlawful manner.

163 **DISPUTE RESOLUTION** The parties understand that if there is a dispute about this Agreement or an alleged breach,
 164 and the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or
 165 may consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding arbitration.
 166 Should the parties desire to submit any potential dispute to alternative dispute resolution it is recommended that the
 167 parties add such in Additional Provisions or in an Addendum.

168 **PROPERTY DIMENSIONS** Buyer acknowledges that real property dimensions, total square footage and total acreage
 169 information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be
 170 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.
 171 **CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is**
 172 **material to Buyer.**

173 **DEFINITIONS** As used in this Agreement, the following definitions apply:

174 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

175 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 176 1) Significantly and adversely affecting the value of the Property;
- 177 2) Significantly reducing the structural integrity of improvements to real estate; or
- 178 3) Presenting a significant health risk to occupants of the Property.

179 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 180 under a contract or agreement made concerning the transaction.

181 ■ **BUYER:** "Buyer" means the party executing this Agreement.

182 ■ **DEADLINES-DAYS:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated
 183 by excluding the day the event occurred and by counting subsequent calendar days.

184 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

185 ■ **INTEREST IN PROPERTY:** "Interest in Property" means a purchase, option, exchange or other acquisition interest in
 186 Property unless specifically excluded at lines 14-29 or in additional provisions (lines 260-278) or elsewhere in this Agreement.

187 ■ **LOCATE AN INTEREST IN PROPERTY:** "Locate an Interest in Property" means to identify, evaluate, and determine
 188 the availability of an Interest in Property sought by Buyer with the cooperation of Buyer.

189 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 190 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
 191 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
 192 or would affect the party's decision about the terms of such a contract or agreement.

193 ■ **NEGOTIATE THE ACQUISITION OF AN INTEREST IN PROPERTY:** "Negotiate the Acquisition of an Interest in
 194 Property" means to assist a Buyer, within the scope of this Agreement, to ascertain terms and conditions upon which an
 195 Interest in Property may be acquired, which may include facilitating or participating in the discussions of the terms of a
 196 potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an
 197 explanation of the proposal's advantages and disadvantages, or otherwise assisting Buyer in reaching an agreement to
 198 acquire the Interest in Property sought by Buyer.

199 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" means any person joined in interest
 200 with Buyer, or otherwise acting on behalf of Buyer, including but not limited to Buyer's immediate family, agents,
 201 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 202 corporations, partnerships, limited liability companies, trusts or other entities controlled by, affiliated with or owned by Buyer
 203 in whole or in part whether created before or after expiration of this Agreement.

204 ■ **PROPERTY:** "Property" means real property located within the state of Wisconsin.

205 ■ **PROTECTED PROPERTY:** "Protected Property" means any Property that during the term of this Agreement is:

- 206 1) The subject of a written proposal by Buyer, or Person Acting on Behalf of Buyer, submitted to the Property owner
 207 or owner's agent;
- 208 2) Viewed by Buyer, or Person Acting on Behalf of Buyer, with the owner or owner's agent, or directly negotiated for
 209 by Buyer, or Person Acting on Behalf of Buyer. Direct negotiation means communicating with the owner or
 210 owner's agent regarding any potential terms on which Buyer might acquire an Interest in Property; or
- 211 3) Located or negotiated for by the Firm or its agents, but only if the Firm or its agents deliver the description of the
 212 Property to Buyer, in writing, no later than three days after the earlier of expiration or termination (lines 222-230) of
 213 this Agreement. No written notice shall be required if the Buyer viewed the Property with the Firm or its agents.

214 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 215 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real
 216 estate, if any, that is the subject of this Agreement. "Commercial real estate" includes all real estate except (a) real
 217 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 218 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

219 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 220 persons registered with that registry by contacting the Wisconsin Department of Corrections on the Internet at
 221 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

222 **TERMINATION OF AGREEMENT** Neither Buyer nor the Firm has the legal right to unilaterally terminate this Agreement
 223 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and
 224 the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate this Agreement, amend
 225 the compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.

226 Buyer and the Firm agree that any termination of this Agreement by either party before the date stated on line 282 shall
 227 be effective by Buyer only if stated in writing and delivered to the Firm in accordance with lines 237-259 and effective by
 228 the Firm only if stated in writing by the supervising broker and delivered to Buyer in accordance with lines 237-259.

229 **CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to**
 230 **potentially be liable for damages.**

231 **EXTENSION OF AGREEMENT TERM** The Agreement term is extended for a period of one year as to any Protected
 232 Property under this Agreement. Upon receipt of written request from Buyer or a firm that has a new buyer agency
 233 agreement with Buyer, the Firm agrees to promptly deliver to Buyer a written list of those Protected Properties known by
 234 the Firm and its agents to which the extension period applies. Should this Agreement be terminated by Buyer prior to the
 235 expiration of the term stated in this Agreement, this Agreement shall be extended for Protected Properties, on the same
 236 terms, for one year after the Agreement is terminated (lines 222-230).

237 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Agreement, delivery of
 238 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 239 lines 240-259.

240 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
 241 named at line 242 or 243.

242 Buyer's recipient for delivery (optional): _____

243 Firm's recipient for delivery (optional): _____

244 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

245 Buyer: (_____) _____ Firm: (_____) _____

246 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
 247 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 242 or
 248 243, for delivery to the party's delivery address at line 252 or 253.

249 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 250 party, or to the party's recipient for delivery if named at line 242 or 243, for delivery to the party's delivery address at line
 251 252 or 253.

252 Delivery address for Buyer: _____

253 Delivery address for Firm: _____

254 ☐ (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at
 255 line 258 or 259. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 256 primarily for personal, family or household purposes, each consumer providing an email address below has first
 257 consented electronically as required by federal law.

258 Email address for Buyer: _____

259 Email address for Firm: _____

260 **ADDITIONAL PROVISIONS** _____

261 _____

262 _____

263 _____

264 _____

265 _____

266 _____

267 _____

268 _____

269 _____

270 _____

271 _____

272 _____

273 _____

274 _____

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277 _____

278 _____

279 **ADDENDA** The attached _____

280 _____ is/are made a part of this Agreement.

281 **TERM OF THE AGREEMENT** From the _____ day _____, _____
 282 up to and including midnight of the _____ day of _____.
 283 Notwithstanding lines 281-282, the Firm and Client agree that this Agreement (shall)(shall not) **STRIKE ONE** ("shall" if
 284 neither is stricken) end when Client acquires an Interest in Property.

285 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
 286 sent via email. Funds wired to a fraudulent account are often impossible to recover.

287 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
 288 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
 289 communications are convincing and professional in appearance but are created to steal your
 290 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
 291 source.

292 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
 293 calling a verified number of the entity involved in the transfer of funds. Never use contact
 294 information provided by any suspicious communication.

295 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
 296 **verification of any wiring or money transfer instructions.**

297 ■ **BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ**
 298 **ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THIS**
 299 **AGREEMENT.**

300 (x) _____
 301 Buyer's Signature ▲ Print Name ► Date ▲

302 (x) _____
 303 Buyer's Signature ▲ Print Name ► Date ▲

304 (x) _____
 305 Buyer's Signature ▲ Print Name ► Date ▲

306 (x) _____
 307 Buyer's Signature ▲ Print Name ► Date ▲

308 _____
 309 Buyer Entity Name (if any) ▲

310 (x) _____
 311 Authorized Signature ▲ Date ▲
 312 Print Name & Title ►

313 _____
 314 Firm Name ▲

315 (x) _____
 316 Agent's Signature ▲ Print Name ► Date ▲